**AFEI Member Template:
Casual Engagement Letter**

**THIS DOCUMENT IS ONLY A GUIDE**

AFEI recommends members consider their specific requirements when adopting a template document or policy to ensure the document meets the particular needs of your organisation.

For assistance, please call the AFEI Hotline on 02 9264 2000.

This template may not be suitable for:

* award-free casual employees
* casual employees covered by an enterprise agreement
* casual employees receiving above-award rates of pay
* casual employees who may be covered by a different awards/classification for different engagements with the organisation

**How to use this document:**

1: Check with the AFEI Hotline as to its suitability for your needs.

2: Edit to meet your requirements by **adding** relevant information in the [yellow highlighted] sections.

***[Place on Organisation Letterhead]***

[Insert Date]

[Employee]

[Address]

[Address]

***Terms of casual employment between:***

***[****Insert name] ‘You’*

*and*

*[Insert Organisation name]*

From [Insert date], [Insert Organisation name] may offer you work on a casual ‘as needed’ basis at any of [Organisation]’s workplaces. [Organisation] makes no firm advance commitment to continuing and indefinite work. You can accept or decline any offer of work made to you. If an offer of work is accepted, the following will be the terms and conditions that apply to that engagement, and any subsequent engagements:

1. **Status of employment**: Casual

2. **Position title**: [Insert position title]

3. **Casual engagements and hours**

a. You are employed by the hour.

c. You may accept or decline any casual engagements offered to you.

d. There is no guarantee of work. [Organisation] is not obliged to offer you any casual shifts or continued employment.

e. Any rosters published by [Organisation] are not a guarantee or commitment of work on certain days or hours.

4. **Award and Classification**

a. **Award**: [Insert Award]

b. **Classification**: [Insert classification]

c. The Award and classification apply by operation of statute, not as contractual terms.

**5. Rate of pay**

1. The base hourly rate for a [Insert classification] in the Award is $[XX]. In addition, you will receive a casual loading of [Insert casual loading amount], being 25% of the base hourly rate as prescribed in the Award.
2. The casual loading is paid to compensate you for entitlements which are not available to casual employees, including but not limited to: annual leave, personal/carer’s leave, redundancy, absence on public holidays and notice of termination.

c. The casual loading is only payable to you while you are a casual employee at law, and only in circumstances prescribed by the Award.

**6. Employee commitments**

a. You warrant that you are fit to perform the work of [Insert position title] as it has been described to you,

b. You will not accept any offer of work if you are unfit to perform it.

c. On each casual engagement, you will:

1. diligently carry out the duties you are instructed by [Organisation] to perform, including such duties within your skills, qualifications and experience as [Organisation] may require;
2. conduct yourself safely, courteously, and in a legally compliant manner;
3. comply with [Organisation]’s policies and procedures, as amended from time to time by [Organisation];
4. provide any documentation/information requested by [Organisation] to verify that you are capable of performing the work, including (but not limited to) any information documentation that you are lawfully authorised to perform the work;
5. comply with all instructions of [Organisation].

**7. Property**

a. Any property (including any equipment) provided to you by [Organisation] during a casual engagement remains [Organisation]’s property.

b. You will return [Organisation]’s property to the nominated person in good repair and working order immediately upon request, or within any timeframe agreed with the [Insert appropriate position] of [Organisation].

**8. Termination of employment**

a. The employment ends at the conclusion of each casual engagement. [Organisation] is not obliged to offer you any casual shifts or continued employment.

b. Either party may terminate the engagement during a casual engagement by providing the other party with one hour’s notice. [Organisation] may pay in lieu of the one hours’ notice.

c. No notice is required for [Organisation] to terminate the employment for serious misconduct.

Yours sincerely,

[Insert name]

[Insert title]

**Acceptance**

By signing below, I confirm I agree to the terms and conditions in this letter.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date